

CONCURRING OPINION BY RAMIL, J.

Because I believe that Iddings v. Mee-Lee, 82 Hawai'i 1, 919 P.2d 263 (1996), was wrongly decided, I continue to hold the position that,

whether the injury is caused by the unintentional act of the employer, a co-employee, or by the injured employee's own unintentional conduct, see HRS § 386-3, this socially-enforced bargain provides a wall of separation where a claim for an injury arising out of and in the course of employment is exclusively in the workers' compensation arena.

Id. at 22, 919 P.2d at 284.

Accordingly, in my view, Plaintiff-Appellant Lloyd Nobuo Saito's claims against his co-employees are precluded by the exclusivity provision of Hawaii's workers' compensation law.

Saito v. Fuller, a case addressing the issue of the effect of the statute of limitations on an Iddings claim, represents the first of what I predict to be many cases in the future brought about by this court's erroneous holding in Iddings.